

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM736613

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sun Rich Fresh Foods Inc.		04/15/2021	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	1296493 B.C. LTD.		
Street Address:	22151 Fraserwood Way		
City:	Richmond, British Columbia		
State/Country:	CANADA		
Postal Code:	V6W 1J5		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2816348	FRUIT AL FRESCO	
CORRESPONDENCE DATA			
Fax Number:	4237858480		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	4237566600		
Email:	doug.johnson@millermartin.com		
Correspondent Name:	Douglas T. Johnson		
Address Line 1:	832 Georgia Ave., Ste 1200		
Address Line 2:	Attn: Trademark Paralegal		
Address Line 4:	Chattanooga, TENNESSEE 37402-2289		
ATTORNEY DOCKET NUMBER:	07079-0196		
DOMESTIC REPRESENTATIVE			
Name:	Douglas T Johnson		
Address Line 1:	832 Georgia Ave., Ste 1200		
Address Line 2:	Attn: Trademark Paralegal		
Address Line 4:	Chattanooga, TENNESSEE 37402		
NAME OF SUBMITTER:	Douglas T. Johnson		
SIGNATURE:	/Douglas T. Johnson/		

CH \$40.00 2816348

DATE SIGNED:	06/23/2022
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Total Attachments: 9

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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (the “**Agreement**”) made with effect as of April 15, 2021.

BETWEEN:

SUNRICH FRESH FOODS INC.

(the “**Assignor**”)

- and -

1296493 B.C. LTD.

(the “**Assignee**”)

(the Assignor and the Assignee are hereinafter sometimes collectively referred to as the “**Parties**” and individually as a “**Party**”)

WHEREAS the Assignor is the owner of the trademark(s) described in Schedule “A” hereto (the “**Trademarks**”); and

AND WHEREAS the Assignor is the owner of the domain names and social media accounts described in Schedule “A” hereto (the “**Social Media**”, together with the Trademarks, the “**Intellectual Property**”); and

AND WHEREAS the Assignor has agreed, amongst other things, to assign all of its right, title and interest in the Intellectual Property, to the Assignee.

NOW, THEREFORE THE PARTIES HERETO AGREE AS FOLLOWS:

1 ASSIGNMENT

1.1 The Assignor hereby assigns, sells and transfers to the Assignee, for the Assignee’s benefit and the benefit of its successors and assigns, all of Assignor’s Canadian rights, title and interest in and to the Intellectual Property, including, without limitation, all common law rights and the goodwill associated with the Intellectual Property including all applications and registrations in respect thereof and all right to recover against third-parties for past, present and future infringements of the Intellectual Property.

2 COMMITMENTS

2.1 Each Party will execute and deliver such further agreements and other documents and do such further acts and things as the other Party reasonably requests to evidence, carry out or give full effect to the intent of this Agreement and to establish that the Assignor does not have any other right, title and interest in and to the Intellectual Property and any applications or registrations in respect thereof.

3 GENERAL PROVISIONS

- 3.1 **Modification.** This Agreement constitutes the Parties' entire understanding relating to its subject matter, and supersedes and replaces all previous negotiations, representations and any other agreement or understanding between them relating to the same subject matter. The Preamble is hereby incorporated by reference and made a part of this Agreement. Any modification and/or amendment to this Agreement must be in writing and executed by both Parties.
- 3.2 **Binding Agreement.** The terms of this Agreement shall bind the Parties and their respective successors and permitted assigns.
- 3.3 **Counterparts.** This Agreement may be executed by the parties hereto in several counterparts and may be executed and delivered by PDF or other electronic means, and all such counterparts when taken together shall together constitute one and the same agreement.
- 3.4 **Governing Law.** This agreement shall be governed in accordance with the laws of the Province of British Columbia and the federal laws of Canada.
- 3.5 **Severability.** If any term or provision of this Agreement or the application thereof shall be invalid or unenforceable, such term or provision shall be severed from this Agreement and the remainder of this Agreement shall be unaffected thereby and each remaining term or provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

[signature page to follow]

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the 15th day of April, 2021.

SUN RICH FOODS INC.

Per:



Name: William Andersen
Title: Chief Executive Officer

1296493 B.C. LTD.

Per:

Name: Mike Fong
Title: Vice President

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the 15th day of April, 2021.

SUN RICH FOODS INC.

Per:

Name:

Title:

1296493 B.C. LTD.

Per:

Name:

Title:

Michael Fong

MICHAEL FONG

VP, BUSINESS DEVELOPMENT

SCHEDULE "A"
TRADEMARKS

No.	Jurisdiction	Application / Registration Status	Trademark	Ownership
1.	Canada	Registered	GOLDEN SWEET -TMA702226	100%
2.	Canada	Registered	RUSS & TONY'S - TMA911026	100%
3.	Canada	Registered	TAMARAC - TMA911744	100%
4.	Canada	Registered	SUN RICH and Design (Sun Rich) - TMA500779 0863313	100%
5.	Canada	Registered	SUN RICH - TMA510793	100%
6.	Canada	Registered	A FRESH APPROACH TO FRUIT - TMA609772	100%
7.	USA	Registered	FRUIT AL FRESCO (stylized) - USPTO 2816348	100%

SOCIAL MEDIA

No.	Registrar / Company	Type	Description	Expiry	Ownership
1.	Network Solutions	Domain Name	Sun-rich.com	1/14/2023	100%
2.	Network Solutions	Domain Name	Fruitalfresco.com	1/14/2023	100%
3.	Network Solutions	Domain Name	Sun-rich.site		100%
4.	LinkedIn	Social Media Account	https://ca.linkedin.com/company/sun-rich-fresh-foods		100%
5.	Facebook	Social Media Account	https://www.facebook.com/pages/Sun%20Rich%20Fresh%20Foods/152378958114021/		100%

DECLARATION OF DOUGLAS JOHNSON

I, Douglas Johnson, declare as follows:

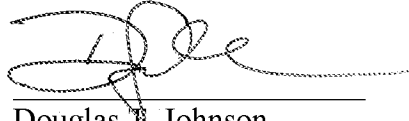
1. I am an attorney licensed to practice law in the State of Tennessee, and I am an attorney with the law firm of Miller & Martin PLLC, counsel for Sun Rich Foods Canada Inc., f/k/a 1296493 B.C. LTD. If called to testify I could and would competently testify to the following:

2. As a part of a transaction consummated on April 15, 2021, the record owner of U.S. Reg. No. 2,816,348 for the stylized mark FRUIT AL FRESCO (the Mark), agreed to assign all its right, title, and interest in the Mark to 1296493 B.C. LTD., substantially in the form attached hereto. This was pursuant to an agreement between Sun Rich Fresh Foods Inc. as seller and 1296493 B.C. LTD. as buyer. Subsequently we are advised that Sun Rich Fresh Foods Inc. has become bankrupt.

3. On the assignment executed ancillary to the main agreement, name of the assignee, Sun Rich Fresh Foods Inc. was erroneously entered in the preamble as SUNRICH FRESH FOODS INC. and on the signature page as SUN RICH FOODS INC. instead of the name of the seller and then registrant Sun Rich Fresh Foods Inc. An attempt to record this assignment in 2021 was rejected due to these discrepancies as reflected in Document ID 900626706.

4. In re-recording the assignment document, the correct name will be entered on the Cover Sheet to avoid the necessity of taking further steps to correct the address of the assignee. I declare under the penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on June 23, 2022 in Chattanooga Tennessee.

A handwritten signature in black ink, appearing to read 'D. Johnson', written over a horizontal line.

Douglas T. Johnson
Miller & Martin PLLC
832 Georgia Avenue, Suite 1200
Chattanooga, Tennessee 37402